

## TECHWATCH BV BITS&CHIPS MEMBERSHIP - TERMS AND CONDITIONS

### Article 1: Definitions

The following definitions apply in these terms and conditions:

1. *Member*: the natural person or legal person with whom Techwatch bv has concluded a membership agreement. Wherever the member is mentioned, subscriber can also be read.
2. *Techwatch bv*: publisher established in Nijmegen, who has issued the membership agreement as referred to under 1.4.
3. *Membership*: the legal relationship within which Techwatch bv commits itself to provide information to the member periodically, against a predetermined payment obligation that the member must meet at agreed times. Wherever membership is mentioned, subscription can also be read.
4. *Membership agreement*: the agreement between Techwatch bv and a member regarding a membership.
5. *Client*: Third party that has signed an agreement with Techwatch bv.
6. *Bits&Chips*: publication of Techwatch bv.
7. *Bits&Chips Free*: the free membership form of Bits&Chips.
8. *Bits&Chips Premium*: the paid membership form of Bits&Chips.
9. *Bits&Chips Business Membership*: the paid membership form of Bits&Chips for companies.
10. *Bits&Chips events*: events organized by Techwatch bv.

### Article 2: General conditions

1. Unless explicitly agreed upon otherwise, these General Terms and Conditions apply to all membership agreements between Techwatch bv and member. By entering into a membership, the member accepts these General Terms and Conditions.
2. The rights and / or obligations of the member cannot be transferred to a third party, unless previously agreed upon in writing with Techwatch bv .
3. Techwatch bv reserves the right to unilaterally change these membership conditions. Changes to the terms and conditions take effect at the end of the current payment / membership period.

4. Specific conditions have been defined for each membership type that the member must meet. These additional conditions can be found under the relevant section of this document.

5. If it turns out, afterwards, that the member has not filled in a membership application truthfully, Techwatch bv will still send an invoice for the membership that does apply.

### Article 3: Offer and acceptance

1. The membership agreement is concluded via the website or by email.
2. Techwatch bv is entitled to refuse a request to enter into a membership agreement without giving a reason.
3. You can arrange a new membership agreement throughout the year. Membership will commence with the next edition to appear after confirmation from both Techwatch bv and the member, with a minimum duration of one year.
4. Techwatch bv is entitled to change the scope, content and layout of the publication at its own discretion, at any time, whereby Techwatch bv ensures that the publication is also reasonably and qualitatively in proportion to the membership rate after changes.

### Article 4: Extension, cancellation and termination of agreement

1. Membership applies until cancellation (unless stated otherwise) and for at least the agreed membership period.
2. A membership will be tacitly extended by one year at the current membership price, unless the member has canceled the membership in writing with due observance of a notice period of at least two (2) months after the first year.
3. Any cancellation can only be made in writing at the end of the current membership period or with due observance of two (2) months of cancellation, after the first year.
4. The termination is approved after written confirmation is received from Techwatch bv .
5. In the event of the death of a natural person, the membership agreement will be terminated the moment the death is notified to Techwatch bv .
6. In the event of death, a refund of the membership fee is possible for the membership period that has not expired at that time. Reimbursement can only take place if there is an amount in excess of fifteen (15) euros.

#### **Article 5: Pricing policy**

1. The legally applicable VAT rate applies to all membership types. Membership rates on the website and in the magazine include VAT unless otherwise stated.
2. Techwatch bv can adjust the membership prices unilaterally, on an annual basis.
3. The price increase for members starts after the end of the current membership period for which payment has already been made.
4. If the address where the magazine should be delivered gives rise to additional costs, Techwatch bv is entitled to charge these costs to the member.

#### **Article 6: Invoicing and payment**

1. The membership fee must be paid in advance. The invoice is issued in the first week of the following month after the membership is closed.
2. In the event of an extension, invoicing will take place prior to the month in which the membership will be renewed.
3. Payment must be made within the specified payment period. This period always expires on the fourteenth (14th) day after the invoice date.
4. Each membership is invoiced separately by Techwatch bv to the member, unless the parties have agreed otherwise.
5. If payment arrears arise, Techwatch bv is entitled to suspend (further) receipt. Suspension of membership will never result in the member being relieved of his contractual (payment) obligations.
6. The absence of an invoice as referred to in Article 6.1 or 6.2 does not lead to the lapse of any right. Techwatch bv may, within twelve (12) months after sending the invoice to the member, regardless of whether the invoice has already been paid, correct inaccuracies or other defects in the invoice and debit or credit the invoice in accordance with it.

#### **Article 7: Delivery and addressing**

1. A member must inform us of a move at least three (3) weeks before the relevant date (by email at [info@techwatch.nl](mailto:info@techwatch.nl)), stating ones old and new address and the date from when he / she wants to receive the magazine at the new address.

2. Techwatch bv puts its utmost effort to having the magazine delivered on the agreed day. If the member has not received the magazine on time, he / she can report a complaint about the delivery to the Memberships department of Techwatch bv . Techwatch bv will then make every effort to deliver the magazine free of charge. This only applies to memberships for which payment has already been paid to Techwatch bv . As far as possible, this post-delivery will take place within one (1) week after the complaint has been submitted, provided that the complaint is submitted within two (2) weeks of the intended delivery date.
3. Complaints regarding the delivery do not give the member the right to suspend the payment of the membership fee in whole or in part.
4. Techwatch bv is in no way liable for any (consequential) damage that the member suffers or could suffer due to the magazine not being delivered or not delivered on time.
5. The member is not entitled to a refund of part of the membership fee paid by him / her if the magazine is not delivered once or more by Techwatch bv or the shipping company concerned as a result of a force majeure situation that makes delivery impossible.
6. Inaccuracies in the address or the name of the member must be reported to Techwatch bv as soon as possible.

#### **Article 8: General Data Protection Regulation (GDPR)**

1. The (personal) data provided by the member to Techwatch bv is included in a database that is used for the implementation of the membership agreement, as well as for informing the member about relevant services and products from Techwatch bv , or third parties carefully selected by Techwatch bv . This will be done in accordance with the provisions of the General Data Protection Regulation (AVG) and the type of membership that has been entered into.

## ADDITIONAL CONDITIONS PER MEMBERSHIP TYPE

### Article 1: Bits&Chips Free

1. Bits&Chips Free is intended for everyone with an interest in the Dutch and Flemish high tech ecosystem, eg engineers developing technical software, electronics and integrated circuits.
2. The member receives the relevant paper magazine at the private address.
3. The member must complete the entire registration form.
4. Once a year the subscriber must check his / her data for accuracy.
5. The subscriber agrees to receive (e-) mailings from Techwatch bv, Techwatch Events, Techwatch Books, High Tech Institute and carefully selected third parties.
6. Shipping is limited to the Netherlands and Belgium.
7. Bits&Chips Free can be stopped by Techwatch bv at any time.
8. There are no costs associated with Bits&Chips Free.
9. As a company, it is not possible to take out a free Bits&Chips Membership. As a company, you can only opt for the Bits&Chips Business Membership.

### Article 2: Bits&Chips Premium

1. Bits&Chips Premium is intended for individuals.
2. The current membership rate of Bits&Chips Premium can be found on the Bits&Chips website and in the magazine.
3. The member must complete the entire registration form.
4. Bits&Chips Premium gives further specified benefits, which are only valid if the personal details are entered correctly. If the information is incorrect, Techwatch bv is entitled to send a supplementary tax.
5. The member receives the relevant magazine at the private.
6. Bits&Chips Premium members receive 1 (one) discount code per person for access to all Bits&Chips events. This discount code is personal and not transferable. The discount code can be exchanged once per Techwatch bv event for a discount determined by Techwatch bv. This discount can vary per event.

7. Techwatch bv determines how many Bits&Chips events are organized per year. Techwatch bv determines each year how the organization of the Bits&Chips events is shaped. Numbers, content and themes are subject to change and no rights can be derived from this.
8. The discount codes for the Bits&Chips events are sent to the member by email prior to the event in question.
9. It is the responsibility of the member to provide the correct email address available to Bits&Chips at all times.
10. No rights can be derived from codes that were not received properly or on time by the member. Bits&Chips is not liable for the possible consequences of discount codes not being received or received too late.
11. Once a year, the member must check his / her data for accuracy.
12. The member agrees to receive (e-) mailings from Techwatch bv, Techwatch Events, Techwatch Books, High Tech Institute and carefully selected third parties.
13. Shipping of the print magazine is limited to the Netherlands and Belgium.
14. This membership applies until cancellation, subject to the notice period of two (2) months after the first year.
15. Invoicing takes place annually in advance.

### Article 3: Bits&Chips Business Membership

1. Bits&Chips Business Membership is intended for companies.
2. The current membership rate of Bits&Chips Membership Business can be found on the Bits&Chips website and in the magazine.
3. The member must complete the complete registration form.
4. Bits&Chips Business Membership provides further specified benefits, which are only valid if the personal details are entered correctly. If the information is incorrect, Techwatch bv is entitled to send a supplementary tax.
5. The member receives the relevant magazine at the business address.

6. Members of the Bits&Chips Business Membership receive 2 (two) discount codes per person for access to all Bits&Chips events. These discount codes are company specific and not transferable. The discount codes can be exchanged once (1) per Techwatch bv event for a discount determined by Techwatch bv. This discount can vary per event.

7. Techwatch bv determines how many Bits&Chips events are organized per year. Techwatch bv determines each year how the organization of the Bits&Chips events is shaped. Numbers, content and themes are subject to change and no rights can be derived from this.

8. The discount codes for the Bits&Chips events are sent to the member by email prior to the event in question.

9. It is the responsibility of the member to make a correct email address available to Bits&Chips at all times.

10. No rights can be derived from codes that were not received properly or on time by the member. Bits&Chips is not liable for the possible consequences of discount codes not received or received too late.

11. Once a year the member must check his / her data for accuracy.

12. The member agrees to receive (e-) mailings from Techwatch bv, Techwatch Events, Techwatch Books, High Tech Institute and carefully selected third parties.

13. Shipping of the print magazine is limited to the Netherlands and Belgium.

14. This membership applies until cancellation subject to the notice period of two (2) months after the first year.

15. Invoicing takes place annually in advance.

#### **Article 4: International membership - outside the Netherlands and Belgium**

1. This membership is sent outside the Netherlands or Belgium.

2. This membership applies until cancellation subject to the cancellation period of two (2) months before the expiry of the membership period.

3. This membership can be requested by email at [info@techwatch.nl](mailto:info@techwatch.nl).

4. The current membership rate for an international membership can be found on the website and in the magazine.

5. Invoicing takes place annually in advance in euros (€).